

TERMS OF USE

to the warranty mark H2ready



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Preamble

This user agreement supplements the statutes of the H2ready warranty mark - hereinafter referred to as the statutes and governs the principles for its use between

DBI - Gastecnologisches Institut gGmbH Freiberg
Halsbrücker Str. 34, 09599 Freiberg

- hereinafter referred to as DBI –

and

the manufacturer, distributor, and operator of products and provider of services

- hereinafter referred to as the manufacturer.

The H2ready warranty mark is registered in the trademark register of the German Patent and Trademark Office under No. 30 2019 113 271 as a warranty mark – hereinafter also referred to as the warranty mark. The principles set out in the statutes and this user agreement ensure that users of the products or services can verify the correctness of the test.

The statutes stipulate

- Characteristics of the goods and services covered by the certification mark,
- Goods and services covered,
- Conditions for use of the certification mark,
- Persons authorized to use the certification mark,
- Verification of the requirements for use of the certification mark,
- The contents of the certification mark certificate and certification mark register,
- Monitoring of the use of the certification mark and possible sanctions, as well as
- The rights and obligations in the event of infringements of the certification mark

regulated.

All manufacturers applying to use the H2ready warranty mark agree to comply with the statutes and this user agreement.

§ 1 Additional requirements

An additional requirement for products that can be assigned to one of the product classes listed in the statutes is a valid declaration of conformity for natural gas, unless otherwise specified in the test basis. The test for hydrogen compatibility based on a test basis recognized by DBI constitutes an additional test in accordance with the test bases recognized by DBI.

An additional requirement for providers of services that can be assigned to one of the services listed in the statutes is certification for the standard scope of natural gas supply, unless otherwise specified in the test basis. The compatibility of the service with and its suitability for the conditions of an increased hydrogen content in natural gas or a 100% hydrogen supply constitute an additional test in accordance with the test criteria recognized by DBI.

By granting the right to use the H2ready warranty mark, the manufacturer undertakes to maintain the principles set out in the scope of testing of the test mark certificate, the statutes, and this user agreement for the duration of the test mark certificate's validity. The manufacturer shall independently ensure that the parameters of the scope of testing are maintained by means of a suitable quality management system.

§ 2 Test mark certification and H2ready register

- (1) The test mark certificate confirms in writing that the product complies with the test criteria applicable to the product and on which the test report is based.
- (2) The test mark certificate is issued solely by DBI. In accordance with the statutes, it contains the following minimum information:
 - a) Test laboratory that performed the test
 - b) Test report number
 - c) Name and address of the applicant
 - d) Unique product designation (device name, type designation) or service designation
 - e) Test basis/bases (standards, guidelines, test specifications)
 - f) H2 content or H2 range for which suitability has been demonstrated
 - g) Date and period of validity of the test mark certificate.
- (3) A sample of the test mark certificate is included in Appendix 1 to this user agreement and forms an integral part of the user agreement.
- (4) The test mark certificate will be issued as soon as the invoices for the test and the fees in accordance with §3 Usage fees have been paid.
- (5) Once the test mark certificate has been issued, it will be entered and published in the DBI H2ready register on the website within one week.

www.dbi-gruppe.de/fachgebiete/prueflaboratorium-energie/gewaehrleistungsmarke-h2ready

- (6) DBI will ensure that the DBI H2ready register is accessible to the public without discrimination.

§ 3 Usage fees

- (1) DBI charges usage fees for issuing the test mark certificate, maintaining the test mark register, and expenses incurred in developing and establishing test criteria, as well as for pursuing DBI's rights and obligations in the event of violations of the warranty mark.
- (2) The current list of usage fees is included as Appendix 2 to this usage agreement.
- (3) The amount of the respective usage fees is based on the usage fee list valid at the time of receipt of the application.
- (4) The usage fees shall be charged by invoice and are due for payment without any deductions upon receipt of the invoice.
- (5) In addition to the applicant, authorized representatives may also be designated as invoice recipients.

§ 4 Declaration of consent

- (1) By signing the application for the H2ready certification mark, the user of the H2ready certification mark expressly accepts the terms of use agreement.
- (2) Any violation of the terms of use agreement will result in liability for damages and may also have legal consequences.

§ 5 Liability

- (1) DBI shall not be liable without exception for damage resulting from changes to tested products that were not brought to DBI's attention and reported for review. If it is disputed whether a change or modification to the product was made before or after testing, the customer shall be responsible for providing evidence in this regard.
- (2) Insofar as DBI is liable in connection with the testing of products, regardless of the legal basis, its liability shall be limited to intent, gross negligence, and culpable breach of material contractual obligations. Liability for the negligent breach of essential contractual obligations and for gross negligence on the part of its employees and vicarious agents is limited to typical and foreseeable damage. Liability for injury to life, limb, or health remains unaffected.

§ 6 Miscellaneous

- (1) Rights and obligations arising from this user agreement may not be assigned to third parties without the prior written consent of the other party.
- (2) The provisions of this user agreement may be amended if necessary. This is only possible by written notification to the customer. In this case, the customer has the right to withdraw from the user agreement.

- (3) There are no verbal agreements or side agreements.
- (4) The contracting parties have not made any tacit, other verbal, or written side agreements. Amendments and additions to this user agreement must be made in writing. This also applies to any cancellation or waiver of this written form clause.
- (5) Should any provision of this User Agreement be or become invalid or unenforceable, the remaining provisions of this User Agreement shall remain unaffected. In place of the invalid or unenforceable provision, the contracting parties hereby undertake to agree on a valid provision that comes as close as possible to the legal and economic meaning and purpose of the invalid or unenforceable provision. The same applies to the filling of gaps in this User Agreement.
- (6) In the case of multilingual versions, the German language version of this user agreement shall prevail.
- (7) The place of jurisdiction for all disputes arising from this user agreement is Leipzig.

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